

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: TRIBELSKY, Zamir et al. EXAMINER: Not yet Assigned

SERIAL NO. /
PATENT NO.: 10/566,992 GROUP ART UNIT: 1724

FILED / ISSUED: February 2, 2006 ATTORNEY DOCKET No.: P-7785-US

FOR: IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION

Mail Stop Petition
Commissioner for Patents
P. O. Box 1450
Alexandria, VA 22313-1450

PETITION UNDER 37 C.F.R. §1.47

Sir:

Applicants hereby petition to proceed with prosecution of the above-mentioned application without signature of the inventor Zamir Tribelsky. As set forth in the statement of Amir Cohen, despite repeated attempts to contact the non-signing inventor and persuade him to sign the declaration, he has refused to do so.

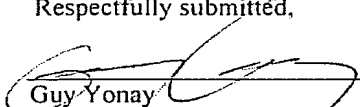
Submitted with this petition in support thereof, are the following:

- ☒ Statement of Amir Cohen in Support of the Petition under 37 C.F.R. 1.47 reciting the relevant facts; and
- ☒ A Fee under 37 C.F.R. §1.17(g).

No fees additional to the fee under 37 C.F.R. §1.47 are believed to be due, however, if any such additional fees are due, the undersigned hereby authorizes the United States Patent and Trademark Office to charge the fees to Deposit Account No. 50-3355.

Should there arise any question or comments as to the form, content or entry of this Petition, the undersigned is available to be contacted at the telephone number below.

Respectfully submitted,


Guy Yonay
Attorney/Agent for Applicants
Registration No. 52,388

Dated: January 4, 2007

Pearl Cohen Zedek Latzer, LLP
1500 Broadway, 12th Floor
New York, New York 10036
Tel: (646) 878-0800
Fax: (646) 878-0801

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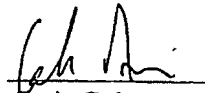
STATEMENT OF AMIR COHEN IN SUPPORT OF PETITION UNDER 37 C.F.R. §1.47

I, the undersigned, Amir Cohen, submit this declaration in support of a petition under 37 C.F.R. §1.47. The below is true and accurate to the best of my knowledge:

1. I am the Chief of Finance of Atlantium Technologies Ltd., which acquired the Intellectual Property of Atlantium Lasers Ltd. as of December 31, 2005.
2. The application is a National phase application of PCT International application No. PCT/IL2004/000717, International filing date, August 4, 2004. The International application was filed by Atlantium Lasers Ltd. naming only Mr. Zamir Tribelsky as an inventor.
3. The application entered the National phase on February 2, 2006 with the United States Patent and Trademark Office (the "USPTO"). An unexecuted declaration was filed upon filing the application adding Mr. Yitzhak Rosenberg, Mr. Uri Levy and Mr. Joseph Rabani as inventors.
4. On August 9, 2006, the USPTO mailed a Notice of Missing Parts, requiring applicants to file a signed declaration of the inventors and indicating that identified inventors are not listed on the International application.
5. In or about late August 2006, I received from our patent attorneys Pearl Cohen Zedek Latzer a declaration of the named inventors of the application to be executed in accordance with 37 C.F.R. 1.66 or 37 C.F.R. 1.68.
6. In or about mid-September 2006, I contacted Mr. Tribelski by telephone in order to coordinate the delivery of documents to sign in relation to this application and other applications including the declaration of the subject application to him. After several telephone calls, Mr. Tribelski told me to deliver the documents to Ms. Zvia Elmaliach, his secretary. Accordingly, I have arranged the delivery of the documents to her.
7. In or about early October 2006, Mr. Tribelski requested that the documents including the declaration be forwarded to his Attorney, Adv. Shlomi Sabag.

8. On October 18, 2006, I sent a letter to Adv. Shlomi Sabag (attached hereto as Exhibit A) attaching the relevant documents and requesting to return the signed documents back to me.
9. On November 1, 2006, I sent another letter to Adv. Shlomi Sabag (attached hereto as Exhibit B) attaching the relevant documents and specifically including therewith the patent applications as filed, including the subject application.
10. I received a letter dated December 3, 2006 from Adv. Shlomi Sabag (attached hereto as Exhibit C) confirming receipt of the documents, informing me that the documents are being examined with respect to our request to sign the documents.
11. In a telephone conversation held between Adv. Shlomi Sabag and myself in early December 2006, Adv. Shlomi Sabag informed me that Mr. Tribelski might consider signing the documents if he were to receive payment.
12. Mr. Tribelsky has never informed me of any objection to the addition of Mr. Yitzhak Rosenberg, Mr. Uri Levy and Mr. Joseph Rabani as inventors or any substantive reason for refusal to sign the declaration.
13. I have instructed our corporate attorney of Herzog, Fox & Neeman to approach Adv. Shlomi Sabag in this matter.
14. On December 10, 2006 Adv. Avi Raz sent a letter to Adv. Shlomi Sabag (attached hereto as Exhibit D1; an English translation of the letter is attached hereto as Exhibit D2) via facsimile and registered mail including copies of a Separation Agreement dated June 12, 2006 (attached hereto as Exhibit E) and a Non Compete Agreement dated June 12, 2006 (attached hereto as Exhibit F). In the letter, the legal obligations of Mr. Tribelski to sign the documents were stated.
15. To date, I have not received the signed declaration from Mr. Zamir Tribelsky or Adv. Shlomi Sabag.

I declare that the above is true and accurate to the best of my knowledge


Amir Cohen

Date 3/12/06

Exhibit A



October 18, 2006

Att: Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

We have recently filed with the US Patent and Trademark Office, 3 patent applications, of which Mr. Zamir Tribelsky is an inventor.
As part of the application process, it is necessary to submit for each application two forms signed by the inventors.
The forms are as follows:

- 1) Declaration and Power of Attorney, in which the inventor declares that he is an inventor, and grants power of attorney to our lawyers in the U.S. who will be handling the patent prosecution.
- 2) Assignment, in which the inventor assigns his rights in the patent application to Atlantium Technologies Ltd.

As per Zamir Tribelsky's request, we hereby attach the following documents to be signed by Zamir:

- 1) Declaration and Power of Attorney for US application S/N 10/566,992 (attorney docket no.: P-7785-US)
- 2) Assignment for US application S/N 10/566,992
- 3) Declaration and Power of Attorney for US application S/N 10/566,983 (attorney docket no.: P-7784-US)
- 4) Assignment for US application S/N 10/566,983
- 5) Declaration and Power of Attorney for US application S/N 11/516,043 (attorney docket no.: P-8164-US)
- 6) Assignment for US application S/N 11/516,043

Kindly review, date and have Zamir sign these documents. The assignment documents should also be witnessed by another person. Please have the witness sign and fill in the necessary details.

Once signed, please return the signed documents to me.
I would appreciate your cooperation in the matter.
Please contact me if you need any further information.

Best Regards,
Amir Cohen
CFO

Exhibit B

1/8 nelo



November 1, 2006

Att: Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

Following our letter to you on October 18, 2006 and following Mr. Zamir Tribelsky e-mail to Mr. Hanan Miron from October 27, 2006 in which he said that he have been asked to sign on some documents without showing him the applications, I have attached all the relevant documents that relates to the 3 applications.

I would appreciate if you can forward the documents to Zamir in order to enable him to sign on the documents forwarded to you on October 18.

Once signed, please return the signed documents to me.

I would appreciate your cooperation in the matter.

Please contact me if you need any further information.


Best Regards,
Amir Cohen
CFO

Exhibit C

2006

אחרונסון שר אבולעפיה אמודאי ושות' עורכי-דין
Aaronsohn Sher Aboulafia Amoday & Co. Law Offices

Gilead Sher
Shmuel Aaronsohn
David Aboulafia
Ilan Amoday
Amir Kachari
Ofir Tal
Aviva Kolman
David Curtis
Noa Shamir
Jonathan Gillis
Iris Elgar Kveller
Tamara Kuljic
Michal Volkach
Alon Bitun
Shai Granot
Merav Milo-Timer
Shai Kato
Gideon Schmiedler*
Sharon Press-Ben Haim
Eyal Westman
Tali Ben-Simon
Sharon (Lebenstein)Bar On
Roni Tal
Dana Golani
Dr. Shalgi Kimchy
Zion Tzemach
Shmuel Kazes
Nira Levy
Michal Kaplan Hachmon
Elizha Hakak
Nitzan Ben-Gai
Alon Goldhaber
Amir Adika
Ayala Scherzer
Adi Hameiri
Shlomi Sabag
Maya Mironov Shifer
Louise Spornas
Tanner Zarchin
Kavital Klein
Shiraz Koznik
Sabrina Dadon-Borhol
Asif Rotstein
Kfir Tishi
Yael Avram
Serit Slupsky-Racharim
Shlomo Hajoi
Tali Verbrand
Tali Levi
Danna Zlotin-Andreyev
Naomi Vesufid
Inbar Raz
Efrat Sagi

TEL-AVIV: 20 LINCOLN ST., TEL-AVIV 67134, TEL. (972-3) 6250500, FAX (972-3) 6250501
JERUSALEM: 21 HERZOG ST., JERUSALEM 77287, TEL. (972-2) 5618677, FAX (972-2) 5618678
e-mail: office@asaa-law.co.il www.asaa-law.co.il
In affiliation with Wolf, Block, Schorr & Solis-Cohen LLP PA, U.S.A.

of Counsel:
Dalia Rabin
Issack Westman (Partner)
S.L. Klimist**

Tel-Aviv, December 3, 2006

Our Ref.: 9617/4

To:
Mr. Amir Choen, Cfo.
Atlantium Ltd.
Har Tuv Industrial Park
POB 11071 Bet Shemesh
99100, Israel.

-without prejudice-

Via: Registered Mail and Fax: 02-9925005

Dear Amir,

RE: ATLANTIUM DOCUMENTS
your letter dated on November 1, 2006 ("your letter")

1. I hereby confirm accepting your above-mentioned letter.
2. As explained to you in our telephone conversations, your letter and the documents attached to the letter, have been examining by our office and also have been transferred for examination to different experts.
3. Therefore, a formal response to your letter will be hopefully delivered to you, till the 11.12.06.
4. We also advise, in order to complete this issue, to arrange a meeting with all the relevant parties.

Faithfully Yours,

Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co.,
Law Offices

* Also member of the New York Bar
** Also member of the Michigan Bar

PAWORDOCSPratini-pruti-TET9617-4 Letter to Amir 4.12.06 doc

Exhibit D1

הרצוג, פוקס, נאמן ושות'
עורכי-דין

[illegible]

10 דעמבר, 2006

22960 תיק מס'

בדואר רשום
ובפקסימיליה: 03-6250501

- מבלי לפגוע בזכויות -

ת.נ.

הנדון: אטלנטיום – זמיר טריבלסקי
סימוכין: מכתבו של מר אמיר כחן אלד מיום 18 באוקטובר, 2006;
מכתבו למר אמיר כחן מיום 3 בדצמבר, 2006

בשם מרשתי, אטלנטיום טכנולוגיות בע"מ (להלן: "אטלנטיום"), הריני מתכבד לפנות אליך בהמשך לתכתובת שבסימוכין, כדלהלן:

1. ביום 18 באוקטובר, 2006, מר אמיר כהן, סמנכ"ל הכספים של מרשתי, העביר לידי מכתב מפורט הכולל 6 נספחים בנושא קניין רוחני של אטלנטיום לחתימת מרשך (להלן: "המסמכים").

מצי"ב נספח "א" למכתב זה, העתק מכתבו של מר אמיר כהן מיום 18 באוקטובר, 2006 ללא נספחים.

2. עד ליום כתיבת המכתב דגן – זה כבר למעלה מתחדש ומחצה – מרשך טרם חתם על המסמכים וזאת למרות שהיה עליו לעשות כן מכוח הסכמות הצדדים, כפי שמצאו ביטויין, בין היתר, ב - Separation Agreement מיום 12 ביוני, 2006; וב - Non Compete Agreement מיום 12 ביוני, 2006 (להלן יחדיו: "ההסכמים").

3. לצורך זירוז חתימת מרשך על המסמכים מן הראוי להפנות שימת לב מרשך לחלק מאותם הסעיפים בהסכמים אשר מלמדים כי על מרשך חלה החובה לחתום על המסמכים ללא דיחוי:

"9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group." (See: section 9 of the Separation Agreement; emphasis added).

"3. Ownership of Inventions

... The Executive further agrees as to all such Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such Inventions in any way including by way of patents over such Inventions in any and all countries, and to that affect the Executive will execute all documents for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it" (See: section 3 Appendix A to Non Compete Agreement).

4. כמו כן, העובדה כי אטלנטיום אינה חברה בהעברת כספי אי התחרות (Non-Competition Compensation) למרשך עת מרשך אינו פועל על פי ההסכמים מפורטת, בין היתר, בחוראות סעיף 3 ל - Non Compete Agreement, המורות בוז הלשון:

"Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law".

- זאת אף זאת, גם תוכן מכתב מרשך מיום 14 לנובמבר 2006, בעניין סוגיות המס (אשר נכתב כמענה למכתב מרשתי מיום 12 לנובמבר 2006) אינו מקובל על מרשתי. מרשתי תבקש להפנות שימת לב מרשך לעובדה כי הוא זה הנשא במלוא תשלומי המס בהם הוא חב בעקבות היפרדות הצדדים, וכי אטלנטיוס רשאית לעכב סכומים המגיעים (לכאורה) למרשך לצורך העברתם לרשויות המס (וי לעניין זה, בין היתר: סי' 14 ל – Separation Agreement; וכן סי' 4 ל – Non Compete Agreement).
6. אשר על כן ונוכח המפורט לעיל, מן הראוי שמרשך יכבד הוראות ההסכמים ויחתום על חמסמכים ללא דיתוי.
7. אין באמור במכתב זה ראו במה שלא נאמר בו בבדי לגרוע מטענות מרשתי וראו לפגוע בזכויות חנתונות לה על פי כל דין וראו הסכם.

בכבוד רב ובעזרת,
אברהם
עורך-דין

העתק: מר אמיר כהן באמצעות דוא"ל.

Exhibit D2

HERZOG, FOX & NEEMAN

ASIA HOUSE, 4 WEIZMANN ST.
64 239 TEL-AVIV, ISRAEL.
TEL: (972-3)-692-2020
FAX: (972-3)-696-6464
EMAIL: hfn@hfn.co.il

MICHAEL FOX	EFRAT RAM	HAIM GUETA	EFRI BERKOVICH	SHIMON ATIYA
YAAKOV NEEMAN	ILANIT LANDESMAN YOGEV	ODELIA OFFER	ORIT HUPSHER	MORAN BARNEA
TUVIA ERLICH	LIMOR HODIR	SHARON PETEL	SHIRLY ZOHAR	LIRON GANOT
MEIR LINZEN	ORY NACHIT	MORIA TAM-HARSHOSHANIM	CHAGAI VERED	MORJA KATZ
ALAN SACKS	IFAT GINSBURG	IFAT STEINMAN	SHACHAR PORAT	GIL AD NEEMAN
YAACOV BRANDT	MAYA RACINE NETSER	VIDAL PEARLMAN	AMIR PERES	IFAT PAGIS
ERUD SOI	ESTHER STERNBACH	YANIV DINOVTCH	ELAD SHAUL	EYAL ORGAD
JANET LEVY PAIDMA	JAN S WIMPFHEIMER	NIR RABER	KAREN GILMOUR	AMIR BURSTEIN
EL DAR BEN-RUDY	RONI LIBSTER	JAMES FRANKS	DALIA IITAY SHIDOLETH	ERAN BEN-AVI
AMIR SERAYA	MENACHEM NEEMAN	RUTH BERGWERK	RONI DULBERG	EFRAT BEN-AMI
Yael (NEEMAN) BAR-SHAI	SHLOMIT SPINDEL	SHIRA MARGALIT-ELBAZ	CLAIRE LIVNE	AYA DVIR
YAACOV SHARVIT	KAREN L. ELBURG	RONAT HARUSHI	MITLI NEEMAN	AYELET REGAVEN
ALON SAHAR	LIAT SHAKED-KATZ	BOAZ MIZRAHI	AVI RAZ	EFRAT RAVEH BASHAN
ELIOT SACKS	RUTH DAGAN	NATALI AMIR	OFER GRANOT	MORDI SHABAT
DARUCH KATZMAN	GAL ROZENT	TAL DROR SCHWIMMER	MOSHE YAACOV	LYDIA ASSAF
DAVID ZALLER	MAYA ALCHEH-KAPLAN	HARRIET FINN	GAL SCHWARTZ	NOA MARGALIT
NEIL WILKOF	DOTAN BARUCHI	OFIR SEGEV	DANA VOLANOVSKY	DANIEL LOWBEER
MARK PHILLIPS	ILANAN HAVIV	ROBERT WISEMAN	TAL PALDI	NIR DASH
ADAM EYTAN	ASHER DOVEV	MORAN YEMINI	REVITAL KATZ	TAL HAMDJ
ORLY GERBI	NURIT DAGAN	SAAR PAUKER	Yael ARIEL	ALONA SHAMARDIN
MOSHE HARDI	ARNON MAINFELD	GUY KATZ	OFRA GORDON	ITZHAK SHRAGAY
GILAD WEKSELMAN	RONEN BAHARAV	SHAI KAGAN	ERAN WAGNER	SHARON HEFETZ
YOSSI ASHKENAZI	ROYT NACHIMZON	YAJIAV DRORI	NIGEL KRAVITZ	SHARON MAGEN
GIL WHITE	RONI TIROSH MADERER	ROTEM SHAY	MATTHEW FISHER	
ANTHONY LEIBLER	MICHAEL KAMIR	ANAT PAZ	LOUIS GLASS	
ELDAD CHAMAM	HANNAH MORDECHAI	RAN HAJ	NATHAN STEINBERG	
RAN TAL	NAHSHON AXELRAD	ARNON TURM	Lior Aharon	

1 January 2007

File No: 22960

ENGLISH TRANSLATION OF A LETTER TO ADVOCATE SHLOMI SABAG DATED 10 DECEMBER 2006

ATLANTIUM – ZAMIR TRIBELSKI

Re: Mr. Amir Cohen's letter to Advocate Sabag dated 18 October 2006; and Advocate Sabag's letter to Amir Cohen dated 3 December 2006.

On behalf of my client Atlantium Technologies Ltd (hereinafter "**Atlantium**") I am hereby writing to you regarding the letters referred to above.

1. On 18 October 2006, Mr. Amir Cohen, the Chief Financial Officer of my client, provided you with a detailed letter which included 6 annexes regarding Atlantium's intellectual property, to be signed by your client (hereinafter the "**Documents**").

Attached as **Exhibit "A"** to this letter is a copy of Mr. Amir Cohen's letter dated 18 October 2006 excluding the annexes relating thereto.

2. Until the date of this letter – more than a month and a half later – your client has yet to sign the Documents although he was obliged to do so under the existing agreements, inter alia, the Separation Agreement dated 12 June 2006 and the Non-Compete Agreement dated 12 June 2006 (collectively the "**Agreements**").

3. For the purpose of expediting the signing of the Documents, your client's attention is drawn to the following provisions of the Agreements which demonstrate that your client is required to sign the Documents without any further delay:

"9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group." (See: section 9 of the Separation Agreement; emphasis added).

"3. Ownership of Inventions

... The Executive further agrees as to all such Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such Inventions in any way including by way of patents over such Inventions in any and all countries, and to that affect the Executive will execute all documents for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it" (See: section 3 Appendix A to Non Compete Agreement).

4. In addition, the fact that Atlantium is not required to transfer the non-competition compensation to your client whilst your client does not comply with the Agreements, is detailed, inter alia, in Section 3 to the Non-Compete Agreement which states that:

"Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law".

5. Furthermore, the content of your client's letter dated 14 November 2006 regarding tax issues (that was written in response to my client's letter dated 12 November 2006) is not acceptable to my client. My client would like to draw your client's attention to the fact that he was the one who is responsible for all of the tax liabilities which occurred as a consequence of the parties' separation and as such, Atlantium can set off sums that your client alleges he is entitled to in order to transfer them to the Tax Authorities (see inter alia, Section 14 to the Separation Agreement; and Section 4 to the Non-Compete Agreement).
6. In accordance with the above, your client is required to comply with the terms of the Agreements and to sign the Documents without any delay.
7. All and any of our client's rights are hereby reserved in full. Nothing stated or omitted in this letter shall in any manner prejudice such rights.

Yours sincerely,

Avi Raz, Adv.

Exhibit E

Exhibit E

SEPARATION AGREEMENT


This Separation Agreement and General Release (the "Agreement") is made and entered into this 12 day of June, 2006 (the "Effective Date") by and between Zamir Tribelsky ("Zamir"), Atlantium Technologies Ltd. (formerly Atlantium Lasers (Israel) Ltd., referred to herein as "ALIS"), Atlantium Technologies Inc., (formerly Atlantium Lasers, Inc., referred to herein as "ALUS") and Atlantium Lasers Limited ("ALCY") (ALIS, ALUS, and ALCY shall be collectively referred to as the "Group").

WHEREAS, Zamir is a co-founder of the Group, President of ALUS, Director of ALIS, Director of ALUS, Director of ALCY, Shareholder of ALUS and Shareholder of ALCY;

WHEREAS, Zamir was employed pursuant to a Personal Employment Agreement, dated as of March 13, 2003, by and between ALIS and Zamir (the "Employment Agreement") and acted as Chief Technology Officer of the Group and ALIS;

REDACTED

\\111XX\11121-006Zamir\FINAL\Zamir separation final EXECUTION

N'K 

REDACTED

WHEREAS, Zamir has notified ALIS of termination of the Employment Agreement, effective as of September 15, 2006.

NOW, THEREFORE, in consideration of the promises and agreements set forth below, Zamir and the Group agree as follows:

1. Payment. In consideration of the agreements and covenants set forth in this Agreement, the Group agrees to:

- (a) continue to pay Zamir all amounts due to him in accordance with the Employment Agreement, through the Notice Period (as defined in the Employment Agreement), in accordance with Schedule 1 attached hereto.
- (b) as of the end of the Notice Period, transfer ownership of Zamir's Manager's Insurance Scheme and advanced study fund (Keren Hishtalmut) to which Zamir is entitled pursuant to clause 2 and 3 of Appendix A of the Employment Agreement, and any other amounts due to Zamir in accordance with the Employment Agreement or any applicable law.

2. Zamir's Actions.

- (a) Zamir hereby resigns from his position as director and officer (as applicable) in ALCY, ALIS and ALUS, effective immediately.
- (b) Zamir shall return to ALIS the vehicle that ALIS has provided Zamir with, no later than the end of the Notice Period.
- (c) Zamir shall return to ALIS the cellular telephone that ALIS has provided Zamir with, no later than the end of the Notice Period.
- (d) Zamir shall return to ALIS any and all Group's equipment, documentation, computers, utilities, and any and all other property of ALIS, no later than the last day of the Notice Period.
- (e) Zamir shall exercise all the Option Stock (subject to Board of Director approval to accelerate all vesting to take place as of September 15, 2006) that is exercisable as of the Effective Date.
- (f) Zamir herewith executes those documents required so that ALUS may complete the share issuances for Series A, Series A-1 and Series A-2 rounds of financing that have taken place prior to the date hereof, including relevant stockholders' consent.

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N/A

Group, the Group's stock option plans and Zamir's separation of employment from the Group and ALIS.

The Group Released Parties release Zamir from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements, promises, damages, costs, expenses, attorneys' fees, and remedies of any type, regarding any act, failure to act, omission or circumstances, whether arising under law, contract, tort, equity or otherwise, including without limitation all liabilities created as a result of the negligence, gross negligence and willful acts of any of Zamir that occurred up to and including the date on which Zamir signs this Agreement ("Zamir Release"), provided that Zamir is in full compliance with all of Zamir's contractual obligations pursuant to this Agreement and the transactions contemplated herein, towards the Group Released Parties. The Zamir Release shall be null and void upon any breach of any of Zamir's Contractual obligations towards the Group Released Parties.

Zamir further acknowledge that in return for the Release he received compensation under this Agreement which is significantly higher than what Zamir was owed by the Group.

The term "Group Released Parties" shall mean ALCY, ALUS, ALIS and any of their past or present employees, representatives, administrators, agents, officials, officers, directors, shareholders, divisions, parents, subsidiaries, successors, affiliates, consultants, employee benefit plans (and their sponsors, fiduciaries, or administrators), insurers, and attorneys, each only with reference to their capacity as such.

6. No Encouragement of Claims. Zamir will not encourage or assist any person or entity who files a lawsuit, charge, claim or complaint against any of the Group Released Parties unless he is required to render such assistance pursuant to a lawful subpoena or other legal obligation.
7. Non-Disparagement. Zamir, the Group and ALIS agree not to make any oral or written statement to any party that disparages, defames, or reflects adversely upon the other or upon the Group Released Parties, their products and services.
8. Confidentiality. Except as may be specifically required by law, Zamir agrees that he will not (without the prior written consent of the Group and ALIS) disclose, publish, indicate, or in any manner communicate, the terms and provisions of this Agreement to any other person or entity except: (a) as may be required by law; (b) to his accountant and/or financial advisor to the extent necessary to prepare his tax returns; (c) to his attorney; and (d) to his spouse. Zamir further agrees that prior to any such authorized disclosure, he will inform each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to maintain the confidentiality of the terms and provisions of the Agreement.
9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group.

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[Handwritten signature]
N/A

10. Internet Web Site. ALIS shall post on Atlantium's web site within a reasonable time, a page under the section of Company/History, which shall refer to Zamir's past position with the company as a co-founder, inventor, and CTO.

11. Knowing and Voluntary Walver. Zamir acknowledges that: (a) he has carefully read this Agreement and fully understands its meaning and effect; (b) he had a full and adequate opportunity and reasonable time period to review this Agreement with an attorney of his choosing before he signed it; (c) he was not coerced into signing the Agreement; (d) he agrees to all the terms of the Agreement and is entering into the Agreement knowingly, voluntarily, and with full knowledge of its significance; and (e) the only consideration for his signing the Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity to cause him to sign the Agreement.

12. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

13. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision shall not affect the validity of the other provisions; provided, however, that upon any finding by a court of competent jurisdiction that if Section 2 herein, is illegal, void or unenforceable, Zamir agrees (at the Group's option) to promptly execute a covenant that is legal and enforceable or to return promptly to the Group the full amount paid to him pursuant to this Agreement.

14. Tax Consequences. Zamir shall bear all tax payments deriving from the payments granted under this Separation Agreement. ALIS shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

[Remainder of page intentionally blank]

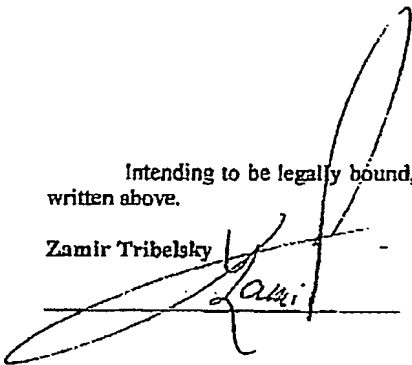


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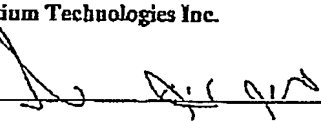
Intending to be legally bound, the parties execute this Separation Agreement as of the date first written above.

Zamir Tribelsky



Dated: 12/06/06

Atlantium Technologies Inc.

By: 

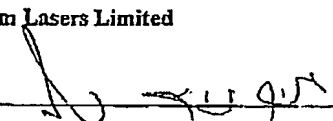
Dated: _____

Atlantium Technologies Ltd.

By: 

Dated: _____

Atlantium Lasers Limited

By: 

Dated: _____



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Exhibit F

Non Compete Agreement

This agreement (this "Agreement") is made and entered into as of June 12, 2006 in Beit Shemesh

- By and between -

Atlantium Technologies Ltd, company existing under the laws of the State of Israel, having its
main place of business at
Hartov Industrial Area
Beit Shemesh, Israel
(hereinafter: "Atlantium")

- And -

Zamir Tribelsky, residing at
Hador Street number 64, Mevaseret Tzion,
Zip Code 90805
ISRAEL
(hereinafter: "Zamir")

WITNESSETH

WHEREAS, Zamir is co-founder, inventor and the Chief Technology Officer of Atlantium; and
WHEREAS, Zamir notified Atlantium on March 15, 2006 that he will terminate his employment
with Atlantium as of September 15, 2006 ("Employment Termination Date"); and
WHEREAS, Zamir prior obligations not to compete with Atlantium may expire on September 15,
2007; and
WHEREAS, in addition to any obligation of Zamir under applicable law and by virtue of the
current contractual relationship between the parties, Atlantium desires to maintain
and ensure Zamir's undertaking not to compete with Atlantium and its parents,
subsidiaries and affiliates (referred to collectively as Atlantium herein), shall be
extended pursuant to the terms and conditions set forth in this Agreement, and Zamir
agrees not to so compete on such terms and conditions;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Intellectual Property and Confidentiality

1.1. Zamir acknowledges that, from the date he first became associated with



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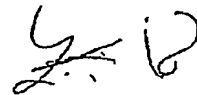
he had access to confidential and proprietary information concerning Atlantium, its products and business, and information and technology from Atlantium's product research and development, including without limitation, research and development plans, customers, suppliers, trade secrets, and test results, processes, data know-how, improvements, inventions, formulae, designs, patents, patent applications, software, algorithms, computer processing systems, techniques and products (actual or planned). Such information, whether documentary, written, oral or computer generated, shall be deemed to be referred to as "Proprietary Information".

- 1.2. Zamir hereby agrees that the Undertaking attached as Appendix B to the Employment Agreement executed by Zamir for the benefit of Atlantium and dated March 13, 2003 (attached hereto as Appendix A) shall be extended until expiration on the date that is thirty six (36) months following the Employment Termination Date.
- 1.3. Notwithstanding the aforesaid, and at the request of Zamir, Atlantium hereby clarifies that Zamir's Undertaking not to compete (attached hereto as Exhibit A) does not include and shall not cover personal aviation devices. Zamir is free to explore any business opportunity in the fields of flight, avionics and manned and unmanned personal, or industrial, or commercial, domestic, or governmental aviation devices, for as long as it does not involve water purification and treatment devices and systems. Atlantium waives any claims related to any of Zamir's Inventions (as defined in the Undertaking) related to personal aviation devices, flight, avionics and manned and unmanned personal, or industrial, or commercial, domestic, or governmental aviation devices, for as long as they do not involve water purification and treatment devices and systems.

2. Covenants

- 2.1. In consideration of the Non Competition Compensation, as defined in Section 2.3 below, and in order to enable Atlantium to effectively protect its Proprietary Information, Zamir agrees and undertakes that he will not, commencing on the date hereof and ending thirty six (36) months after the Employment Termination Date, for any reason whatsoever, directly or indirectly, in any capacity whatsoever, engage in, become financially interested in, be employed by, or have any connection with any business or venture that is engaged in any activities competing with the activities of Atlantium or any of Atlantium Technologies Inc. (formerly known as Atlantium Lasers Inc.) or Atlantium Lasers Limited.
- 2.2. In consideration of the Non Competition Compensation, as defined in Section 2.3 below, Zamir agrees and undertakes that commencing on the date hereof and ending thirty six (36) months after the Employment Termination Date, Zamir will not, directly or indirectly, including personally or through any business in which Zamir may be an officer, director or shareholder, solicit for employment any person who is employed by Atlantium, or any person retained by Atlantium as a consultant, advisor or the like, or was retained as an employee or a consultant of Atlantium, without Atlantium's prior written approval, which will not be unreasonably withheld.

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2.3. In Agreement, Atlantium shall pay Zamir US\$120,000 (one hundred and twenty thousand dollars) plus the applicable Value Added Tax ("Non Competition Compensation"). The Non Competition Compensation shall be paid in twelve (12) equal monthly installments of US\$10,000 (ten thousand dollars). The monthly installments shall be made in New Israeli Shekels within 15 days from the last day of the month that an invoice was properly submitted to Atlantium by Zamir, commencing September 15, 2006.

3. Breach of Covenants.



In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law.

4. Tax Consequences.

Zamir shall bear all tax payments deriving from the payments granted under this Agreement. Atlantium shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

5. Miscellaneous

- 5.1. Each of Atlantium and Zamir confirm they are not limited, by agreement, by law, or in any other way, from signing this Agreement.
- 5.2. Zamir is prohibited from assigning any of its obligations or rights under this Agreement to any third party without the express prior written consent of Atlantium. Atlantium may assign any of its obligations or rights under this Agreement to any third party.
- 5.3. For purposes of any undertaking of Zamir toward Atlantium under this Agreement, the term Atlantium shall include any parent company, subsidiaries and affiliates of Atlantium.
- 5.4. The preamble to this Agreement and the exhibits attached hereto constitute an integral part hereof.
- 5.5. The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.
- 5.6. The addresses of the parties are as set forth in the preamble to this Agreement. All notices required to be delivered under this Agreement shall be effective

 
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only if in writing and shall be deemed given by the party required to provide notice one week after it was mailed by registered mail, or immediately after it was delivered personally.

- 5.7. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other arrangement, understanding or agreement, verbal or otherwise, shall be binding upon the parties hereto.
- 5.8. This Agreement may not be amended or modified except by the written consent of the parties hereto.
- 5.9. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

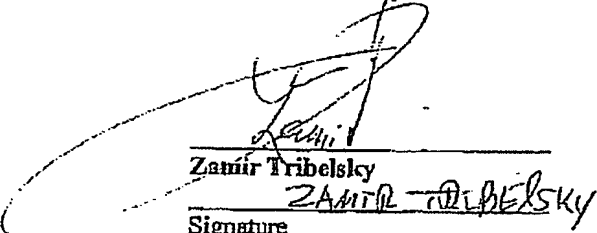
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.


Atlantium Technologies Ltd.

Signature

Name (Print)

Title


Zamir Tribelsky

Signature

Name (Print)

Title

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: TRIBELSKY, Zamir et al. **EXAMINER:** Not yet Assigned

SERIAL NO.: 10/566,992 **GROUP ART UNIT:** 1724

FILED: February 2, 2006 **ATTORNEY DOCKET No.:** P-7785-US

FOR: IN-LINE TREATMENT OF LIQUIDS AND GASES BY LIGHT IRRADIATION

ASSISTANT COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

COMMUNICATION UNDER 37 C.F.R. 1.27(g)(2)

Sir:

In connection with the above-identified Application, as of June 22, 2005, Applicants were no longer entitled to a Small Entity status in accordance with 37 C.F.R. 1.27 and are to be considered as a Large Entity.

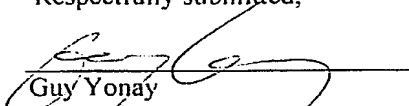
According to our records, Applicants by mistake paid the United States Patent and Trademark Office the fees for the respective documents filed with USPTO as set forth below.

<u>RESPONSE</u>	<u>AMOUNT PAID</u>	<u>LRG. ENTITY FEE</u>	<u>DIFFERENCE OWED</u>
Basic National Fee	\$150.00	\$300.00	\$150.00
Examination Fee	\$100.00	\$200.00	\$100.00
Search Fee	\$200.00	\$400.00	\$200.00
Claims in Excess of Three (4)	\$100.00	\$200.00	\$100.00

The undersigned attorney for Applicants hereby authorizes the United States Patent and Trademark Office to debit Deposit Account No. 50-3355 in the amount of \$550.00.

The undersigned attorney for Applicants also hereby authorizes the United States Patent and Trademark Office to debit Deposit Account No. 50-3355 as deemed necessary to reflect the status change due to any inadvertent payment of Small Entity fees where Large Entity fees were due, and which are not indicated above.

Respectfully submitted,


Guy Yonay

Attorney for Applicants

Registration No. 52,388

Dated: January 4, 2007

Pearl Cohen Zedek Latzer, LLP
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New York, New York 10036
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